From:	Nicole Salakhov
To:	Joe Gaines
Cc:	Mike Evans; Diana Perry; James Painter; Robert Asay; Gary L. Wickert; Stacy Bass
Subject:	914 Ranchers Club request on TownSq
Date:	Thursday, May 2, 2024 9:49:14 AM

Hi, Joe -

Jake Skelton put this request on TownSq last night. When I open the violation in SmartWebs, there aren't any photos. Do you know what happened to them?

Thanks,
Nicole

05/01/2024, 09:51 PMVIOLATION ERROR.

DESCRIPTION

HEY FOLKS! I RECEIVED NOTICE BACK IN JANUARY ABOUT PARKING IN THE GRASS AND WAS THEN RESOLVED. ON APRIL 8TH, I RECEIVED A STAGE 2 FINE FOR PARKING ON THE GRASS. ON THE 10TH I RECEIVED A MESSGAE BACK FROM JOE : " THE PARKING IN GRASS IS CLOSED. IF THAT WAS PART OF THE NEW VIOLATION, IT WAS AN ERROR. THE VIOLATION IS FOR HAVING 6 VEHICLES AND YOUR ATV IN VIEW. YOU WILL HAVE TO STORE THE ATV AND SOME OF THE VEHICLES IN YOUR GARAGE OUT OF VIEW." WHAT STEPS CAN WE TAKE TO REMOVE THE $50 + $25 FEE FROM MY ACCOUNT AND GET US BACK IN GOOD STANDING?

LAVENTANA 000002
914 Ranchers Club Ln on 1/9/2024 1:28:19 PM

LAVENTANA 000003
914 Ranchers Club Ln on 1/9/2024 1:28:19 PM

LV ROA Board of Directors
209 Meeting - Skelton
Saturday, June 6, 2024 - 9:00 am

Board Attendees: Mike Evans - Pres, Nicole Salakhov - Treasurer, Bob Asay - Board Member, Diana Perry - Board Member, Gary Wickert - Board Member

Resident Attendees: Jakob Skelton, Stefanie Skelton, Iliad Skelton

Meeting Start Time: 9:04 am

Meeting Notes

- **Jake -** stated continuous harassment from neighbors and using the hoa to weaponize hoa and use against them. Jake stated that he did not feel it was correct that the neighbor could take pictures and report to the HOA.
- **Nicole** asked Jake if he understood that having the ducks was in violation of the **CCRS** - He stated yes.
- **Gary -** Define weaponize **Jake -** reporting to the HOA so that the HOA sends violations.
- **Mike -** When rules are not followed there is recourse. **Mike** explained violations**. Mike** explained that the board is here to maintain property values and follow the CCRS and when someone does not there is recourse.
- **Jake** stated did not want to get to this point, but feels as though they are being harassed.
- **Gary -**Asked if Jake agreed that he was in violation ? **Jake** stated - yes and stated what are the ducks doing to hurt the neighborhood. It was reiterated that the CCR;s do not allow them.
- **Jake -** CCR we all agree not up to date and would benefit from some changes. **Mike** explained that it would take a neighborhood vote.
- **Diana** explained what we do when presented with a violation. We are not targeting anyone. We take the path of the violation, and investigate based on what our CCRS state. If it is a violation we act on it, if it is not we do not.
- **Mike -** Law states that you can have 6 but only in municipalities, therefore none in LaVentana.
- **Stephanie** stated that Judy was good with them and ducks in May and that they had a recorded conversation with her that she was ok with the ducks. She mentioned that they did not know where this was all coming from because they did not realize Judy had an issue with the ducks. They thought they were friends with their neighbors and even attended events and the neighbor hosted an event for them.
- **Stephanie** stated that they were advised by the board to put up black netting to make a barrier. **Mike and Jake** both corrected her by saying Jake was told to wait to put up netting so that we could ask the AC about it. **Jake** acknowledged that he did not wait and put up the fencing before approval or denial.

- **Jake** was asked if he would remove the netting and he said yes that he would.
- Repeatedly Jake and Stefanie were told the board has to follow the CCRs and that we would need to vote on attorney fees and also present at a meeting. Both stated that they understood.
- **Bob Asay** asked if they would consider removing the duck. **Stephanie** stated that herself, Jake and the kids are attached to them. They were also asked if they would consider bringing them inside. She did mention that one of her dogs is a service dog and that it is inside.
- **Diana** tried to explain the perception that we as a board get from them when they violate the Ccrs and referenced a remark Jake made on a recent post about a mess being made at our pool. His remark was against the post that stated clean up after yourself. This took us off topic.
- **Jake** had no issues with his post or the behavior or perception that he was giving other residents. He also stated that they have legal counsel for their issues with their neighbor. This does not have anything to do with the board. We explained again, that the meetings, requests for documents and the board having to refer this to attorneys costs the neighborhood money. We are expected to vote on funds and show where money is spent. They fully understood.
- During the discussion, Stephanie texted the homeowner that had an event at the pool and told them the board was involving them in this discussion. This was not the case, reference was made to Jake's post. The resident came to the meeting uninvited and sat down. None of the board knew the resident and why he had come as this discussion was about the Skeltons and that they requested the meeting. The resident was upset and was rude. Stephanie then stated that she had texted the resident to come. Stephanie was asked by ALL including Jake why she would text that resident. She said we were talking about that resident. Diana told her that was not the case, Diana stated that none of us on the board even knew the resident. The reference was made to the post Jake had made. The meeting and all the discussion had nothing to do with or about any other resident other than the Skeltons which were present. Diana told Stephanie that it was wrong to cause an unnecessary issue with that resident and the board.
- **Diana** asked Stephanie to share the text that she sent to the resident. She said that she would.
- It was agreed that at this point the meeting should be concluded, tension in the room and that we were not going to accomplish anything more. **Meeting ended approximately 9:35 am**

Notes taken: Diana Perry - board member

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Jakob Skelton & Stephanie Skelton
914 Ranchers Club Lane
Driftwood, Texas 78619

skeltonjakob@gmail.com

Judi & Tom Chun	La Ventana Ranch Owners Association	Goodwin Property Management
Via Certified Mail	**Delivered via Email**	**Delivered via Email**
858 Ranchers Club Lane	Driftwood, Texas 78619	Compliance@goodwintx.com
Driftwood, Texas 78619	LVROAboard@gmail.com	joe.gaines@goodwintx.com

June 24, 2024

Please accept this notice, references as an official response and see the contents listed below. Please contact us with any questions via email or USPS.

1. Introduction- Table of Contents
    a. Page 1
2. Criminal Trespass Warning- Certified Letter to Defendant (Judi and Tom Chun and Electronically to the ROA and Goodwin Property Management as required by State Law)
    a. Pages 2-4
3. Official Criminal Trespass Warning- Certified Letter to Judi and Tom Chun
    a. Page 5
4. Definitions and references regarding the State of Texas Law- Texas Penal Code 30.05, Criminal Trespass
    a. Pages 6-8
5. Letter addressing vehicle usage, parking, and accommodating a large household
    a. Pages 9-10
6. Official Request for Records (Due in 14 days)
    a. Pages 11-12
7. Official Complaint and demand for resolutions
    a. Pages 13-15
8. Official Criminal Trespass Warning
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9. Forensics and meta data on photo submission from Goodwin Property Management
    a. Page 18

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CEASE AND DESIST AND CRIMINAL TRESPASS WARNING

June 24, 2024

Dear Judi and Tom Chun,

This letter serves as a formal notice of **CEASE AND DESIST** regarding your continuous and baseless allegations against my wife, Stephanie, and me. Your repeated actions have become increasingly bothersome, unfounded, harassing, and utterly outrageous. We demand that you immediately **CEASE AND DESIST** from making any further false statements or accusations against us.

Furthermore, this letter also constitutes a formal **CRIMINAL TRESPASS WARNING** under the **CRIMINAL TRESPASS** laws in the state of Texas. Pursuant to Sec. 30.05 of the Texas Penal Code, your actions have indicated a trespass onto our property without effective consent. This includes:

- **Violation 1, Summer 2023**: Your unauthorized entry into the Casita without invitation can be interpreted as initiating communication with us and engaging in behavior reasonably likely to harass, annoy, or embarrass us. This is a clear violation of the CRIMINAL TRESPASS laws in the state of Texas.
- **Violation 2, February 2024**: Your unauthorized presence on our property and near the Casita could be seen as conveying a threat or engaging in behavior reasonably likely to harass or alarm us.
- **Violation 3, March 2024**: Your complaint to the AC member regarding our ducks, which lacked valid grounds, could be construed as conveying a false report with the intent to harass or alarm us.
- **Violation 4, April 2024**: Your dissemination of false information to the AC member about Stephanie introducing individuals as "family members renting half of our house" may be considered a form of harassment, as it aims to embarrass or offend us.
- **Violation 5, Late April 2024**: Your continued complaints to the board regarding their recommendations concerning the ducks may constitute repeated communications in a manner reasonably likely to harass or annoy us.
- **Violation 6, Late June 2024**: Again, your continued complaints to the board regarding their recommendations concerning the ducks may constitute repeated communications in a manner reasonably likely to harass or annoy us.

It is important to note that both Stephanie and I are veterans, and the ducks you have complained about are used and prescribed as emotional support animals to serve as necessary distractions and therapy from issues revolving around mental health. If there are any questions about this matter, we encourage you to conduct the necessary research, as we are protected at home by the standards outlined in the Americans with Disabilities Act (ADA), which you are violating. Furthermore, the Ranch Owners Association (ROA) can be held liable if the harassment continues through the property management group.

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Ducks and Noise Concerns:

- **Texas Law on Noise Levels**: The claim regarding noise levels from our ducks exceeding permissible limits is unsubstantiated. Texas law states that noise must exceed 85 decibels to qualify as a nuisance. Our ducks do not produce noise at such levels and thus do not meet the criteria for a noise violation under state regulations. For reference, information on noise pollution laws can be found on the Texas Commission on Environmental Quality website.
- **Emotional Support Animals**: Both my wife and I are veterans, and our ducks serve as emotional support animals (ESAs), placing us under a protected class. The Fair Housing Act (FHA) requires reasonable accommodations for emotional support animals, which include various types of animals beyond traditional pets. Notably, there are no specific caps on the number of emotional support animals a person can have, as long as they are necessary and reasonable. The U.S. Department of Housing and Urban Development (HUD) provides guidelines on this.
- **Duck Coop**: The coop where our ducks live is very small and is designed to protect the animals from the elements. This structure does not align with the ROA requirements for a structure and should not be a point of contention under their guidelines.

Legal Precedents and References:

- **Bronk v. Ineichen, 54 F.3d 425 (7th Cir. 1995)**: This case established that under the FHA, landlords must make reasonable accommodations for tenants with disabilities, including allowing ESAs.
- **Janush v. Charities Housing Development Corp., No. C 01-00929 WHA (N.D. Cal. 2003)**: The court ruled in favor of a tenant who kept multiple birds and cats as ESAs, indicating that the FHA does not limit the type or number of animals.
- **The National Service Animal Registry** provides resources and information supporting the rights of individuals to keep ESAs, which include non-traditional pets like ducks.

Texas Property Code and HOA Regulations:

- **Texas Property Code Chapter 209**: This chapter outlines the rights and obligations of property owners within an HOA. It includes provisions for meetings, records, and the resolution of disputes between homeowners and the HOA. Homeowners have the right to access HOA records, attend meetings, and vote on important matters.
- **Fair Housing Act**: The Fair Housing Act prohibits discrimination based on race, color, religion, sex, national origin, familial status, or disability. This federal law ensures that all residents have the right to peaceful enjoyment of their homes without harassment.

Rights to Peaceful Enjoyment:

- **Right to Quiet Enjoyment**: Tenants and homeowners have the right to "quiet enjoyment" of their property, meaning they should be able to live without undue disturbance from neighbors or the HOA. Persistent harassment or nuisance behavior can be a violation of this right.

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Anti-Harassment Protections:

- **Texas Penal Code Section 42.07**: This section addresses harassment, which can include a variety of behaviors such as obscene communication, threats, or repeated communications intended to harass or alarm. Harassment can be both criminal and civil.
- **Criminal Trespass Warnings, Restraining Orders, and Protective Orders**: If a neighbor's harassment escalates to threats or violence, residents can seek restraining orders or protective orders to legally prevent the harasser from contacting or approaching them.

Prohibition on Using Third Parties for Harassment:

- You cannot engage third parties, including the ROA, to harass, bully, or intimidate us. Such actions are equivalent to direct harassment and will not be tolerated. The ROA can be held liable if it participates in or facilitates harassment through the property management group.

Your actions have not only caused us undue stress and frustration but also tarnished our reputation within the community. We will not tolerate any further attempts to defame or harass us.

Therefore, we demand that you immediately **CEASE AND DESIST** from making any further false statements, accusations, or unwarranted complaints against us and refrain from entering our property. Failure to comply with this demand will leave us with no choice but to pursue legal action to protect our rights and seek appropriate remedies.

Please govern yourselves accordingly.

Sincerely,

DocuSigned by: Jakob Skelton 97F0E185CDB84A7...
6/25/2024 | 07:50 PDT

DocuSigned by: 527D3710CCD4430...
6/25/2024 | 07:50 PDT

Jakob and Stephanie Skelton

*Attached is official copy of Criminal Trespass Warning

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From: Jakob Skelton & Stephanie Skelton
914 Ranchers Club Lane
Driftwood, TX 78619

June 24, 2024

Attn:
Judi and Tom Chun
858 Ranchers Club Lane
Driftwood, Texas 78619

Dear Judi and Tom Chun,

This letter serves as an **official and final Criminal Trespass Warning**. Under the Texas Penal Code Sec. 30.05, it is a criminal offense to enter or remain on property without effective consent when notice is given that entry is forbidden. Our property at 914 Ranchers Club Lane is enclosed by fencing designed to exclude intruders, and any unauthorized entry beyond this point is a violation of Texas law.

Texas Penal Code Sec. 30.05 (Criminal Trespass)

- **(a)** A person commits an offense if the person enters or remains on or in property of another, including residential land, without effective consent and the person:
  - **(1)** Had notice that the entry was forbidden; or
  - **(2)** Received notice to depart but failed to do so.
- **(b)** For purposes of this section:
  - **(1)** "Entry" means the intrusion of the entire body.
  - **(2)** "Notice" means:
    - **(B)** Fencing or other enclosure obviously designed to exclude intruders or to contain livestock.

Your recent actions, which include entering our property by leaning over the fence and taking photographs, constitute a clear violation of the aforementioned code. This is your one and only warning to cease any unauthorized entry onto our property. Any future unauthorized entry will be reported to the authorities and will be prosecuted to the full extent of the law.

Please respect our property boundaries and refrain from any further trespassing.

Sincerely,

DocuSigned by:
Jakob Skelton
9ZF0E18ECDB84A7...
6/25/2024 | 10:24 PDT

DocuSigned by:
[signature]
527D3719CCD4430...
6/25/2024 | 07:50 PDT

Jakob and Stephanie Skelton

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TEXAS PENAL CODE Sec. 30.05. CRIMINAL TRESPASS

(a) A person commits an offense if the person enters or remains on or in property of another, including residential land, agricultural land, a recreational vehicle park, a building, a general residential operation operating as a residential treatment center, or an aircraft or other vehicle, without effective consent and the person:

(1) had notice that the entry was forbidden; or

(2) received notice to depart but failed to do so.

(b) For purposes of this section:

(1) "Entry" means the intrusion of the entire body.

(2) "Notice" means:

(A) oral or written communication by the owner or someone with apparent authority to act for the owner;

(B) fencing or other enclosure obviously designed to exclude intruders or to contain livestock;

(C) a sign or signs posted on the property or at the entrance to the building, reasonably likely to come to the attention of intruders, indicating that entry is forbidden;

(D) the placement of identifying purple paint marks on trees or posts on the property, provided that the marks are:

(i) vertical lines of not less than eight inches in length and not less than one inch in width;

(ii) placed so that the bottom of the mark is not less than three feet from the ground or more than five feet from the ground; and

(iii) placed at locations that are readily visible to any person approaching the property and no more than:

(a) 100 feet apart on forest land; or

(b) 1,000 feet apart on land other than forest land; or

(E) the visible presence on the property of a crop grown for human consumption that is under cultivation, in the process of being harvested, or marketable if harvested at the time of entry.

(3) "Shelter center" has the meaning assigned by Section 51.002, Human Resources Code.

(4) "Forest land" means land on which the trees are potentially valuable for timber products.

(5) "Agricultural land" has the meaning assigned by Section 75.001, Civil Practice and Remedies Code.

(6) "Superfund site" means a facility that:

(A) is on the National Priorities List established under Section 105 of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9605); or

(B) is listed on the state registry established under Section 361.181, Health and Safety Code.

(7) "Critical infrastructure facility" means one of the following, if completely enclosed by a fence or other physical barrier that is obviously designed to exclude intruders:

(A) a chemical manufacturing facility;

(B) a refinery;

(C) an electrical power generating facility, substation, switching station, electrical control center, or electrical transmission or distribution facility;

(D) a water intake structure, water treatment facility, wastewater treatment plant, or pump station;

(E) a natural gas transmission compressor station;

(F) a liquid natural gas terminal or storage facility;

(G) a telecommunications central switching office;

(H) a port, railroad switching yard, trucking terminal, or other freight transportation facility;

(I) a gas processing plant, including a plant used in the processing, treatment, or fractionation of natural gas; or

(J) a transmission facility used by a federally licensed radio or television station.

(8) "Protected freshwater area" has the meaning assigned by Section 90.001, Parks and Wildlife Code.

(9) "Recognized state" means another state with which the attorney general of this state, with the approval of the governor of this state, negotiated an agreement after determining that the other state:

(A) has firearm proficiency requirements for peace officers; and

(B) fully recognizes the right of peace officers commissioned in this state to carry weapons in the other state.

(10) "Recreational vehicle park" has the meaning assigned by Section 13.087, Water Code.

(11) "Residential land" means real property improved by a dwelling and zoned for or otherwise authorized for single-family or multifamily use.

(12) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(13) "General residential operation" has the meaning assigned by Section 42.002, Human Resources Code.

(c) A person may provide notice that firearms are prohibited on the property by posting a sign at each entrance to the property that:

(1) includes language that is identical to or substantially similar to the following: "Pursuant to Section 30.05, Penal Code (criminal trespass), a person may not enter this property with a firearm";

(2) includes the language described by Subdivision (1) in both English and Spanish;

(3) appears in contrasting colors with block letters at least one inch in height; and

(4) is displayed in a conspicuous manner clearly visible to the public.

(d) Subject to Subsection (d-3), an offense under this section is:

(1) a Class B misdemeanor, except as provided by Subdivisions (2), (3), and (4);

(2) a Class C misdemeanor, except as provided by Subdivisions (3) and (4), if the offense is committed:

(A) on agricultural land and within 100 feet of the boundary of the land; or

(B) on residential land and within 100 feet of a protected freshwater area;

(3) a Class A misdemeanor, except as provided by Subdivision (4), if:

(A) the offense is committed:

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(i) in a habitation or a shelter center;
(ii) on a Superfund site; or
(iii) on or in a critical infrastructure facility;
(B) the offense is committed on or in property of an institution of higher education and it is shown on the trial of the offense that the person has previously been convicted of:
(i) an offense under this section relating to entering or remaining on or in property of an institution of higher education; or
(ii) an offense under Section 51.204(b)(1), Education Code, relating to trespassing on the grounds of an institution of higher education;
(C) the person carries a deadly weapon during the commission of the offense; or
(D) the offense is committed on the property of or within a general residential operation operating as a residential treatment center; and
(4) a felony of the third degree if it is shown on the trial of the offense that the defendant committed the offense in the course of committing an offense under Section 20.05(a)(2).

(d-1) For the purposes of Subsection (d)(3)(B), a person has previously been convicted of an offense described by that paragraph if the person was adjudged guilty of the offense or entered a plea of guilty or nolo contendere in return for a grant of deferred adjudication community supervision, regardless of whether the sentence for the offense was ever imposed or whether the sentence was probated and the person was subsequently discharged from deferred adjudication community supervision.

(d-2) At the punishment stage of a trial in which the attorney representing the state seeks the increase in punishment provided by Subsection (d)(3)(B), the defendant may raise the issue as to whether, at the time of the instant offense or the previous offense, the defendant was engaging in speech or expressive conduct protected by the First Amendment to the United States Constitution or Section 8, Article I, Texas Constitution. If the defendant proves the issue in the affirmative by a preponderance of the evidence, the increase in punishment provided by Subsection (d)(3)(B) does not apply.

(d-3) An offense under this section is a Class C misdemeanor punishable by a fine not to exceed $200 if the person enters the property, land, or building with a firearm or other weapon and the sole basis on which entry on the property or land or in the building was forbidden is that entry with a firearm or other weapon was forbidden, except that the offense is a Class A misdemeanor if it is shown on the trial of the offense that, after entering the property, land, or building with the firearm or other weapon, the actor:
(1) personally received from the owner of the property or another person with apparent authority to act for the owner notice that entry with a firearm or other weapon was forbidden, as given through:
(A) notice under Subsection (b)(2)(A), including oral or written communication; or
(B) if the actor is unable to reasonably understand the notice described by Paragraph (A), other personal notice that is reasonable under the circumstances; and
(2) subsequently failed to depart.

(e) It is a defense to prosecution under this section that the actor at the time of the offense was:
(1) a firefighter or emergency medical services personnel, as defined by Section 773.003, Health and Safety Code, acting in the lawful discharge of an official duty under exigent circumstances;
(2) a person who was:
(A) an employee or agent of:
(i) an electric utility, as defined by Section 31.002, Utilities Code;
(ii) a telecommunications provider, as defined by Section 51.002, Utilities Code;
(iii) a video service provider or cable service provider, as defined by Section 66.002, Utilities Code;
(iv) a gas utility, as defined by Section 101.003, Utilities Code, which for the purposes of this subsection includes a municipally owned utility as defined by that section;
(v) a gas utility, as defined by Section 121.001, Utilities Code;
(vi) a pipeline used for the transportation or sale of oil, gas, or related products; or
(vii) an electric cooperative or municipally owned utility, as defined by Section 11.003, Utilities Code; and
(B) performing a duty within the scope of that employment or agency; or
(3) a person who was:
(A) employed by or acting as agent for an entity that had, or that the person reasonably believed had, effective consent or authorization provided by law to enter the property; and
(B) performing a duty within the scope of that employment or agency.

(f) It is a defense to prosecution under this section that:
(1) the basis on which entry on the property or land or in the building was forbidden is that entry with a handgun was forbidden; and
(2) the person was carrying:
(A) a license issued under Subchapter H, Chapter 411, Government Code, to carry a handgun; and
(B) a handgun:
(i) in a concealed manner; or
(ii) in a holster.

(f-1) It is a defense to prosecution under this section that:
(1) the basis on which entry on the property was forbidden is that entry with a firearm or firearm ammunition was forbidden;
(2) the actor is:
(A) an owner of an apartment in a condominium regime governed by Chapter 81, Property Code;
(B) an owner of a condominium unit governed by Chapter 82, Property Code;
(C) a tenant or guest of an owner described by Paragraph (A) or (B); or
(D) a guest of a tenant of an owner described by Paragraph (A) or (B);
(3) the actor:
(A) carries or stores a firearm or firearm ammunition in the condominium apartment or unit owner's apartment or unit;

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(B) carries a firearm or firearm ammunition directly en route to or from the condominium apartment or unit owner's apartment or unit;

(C) carries a firearm or firearm ammunition directly en route to or from the actor's vehicle located in a parking area provided for residents or guests of the condominium property; or

(D) carries or stores a firearm or firearm ammunition in the actor's vehicle located in a parking area provided for residents or guests of the condominium property; and

(4) the actor is not otherwise prohibited by law from possessing a firearm or firearm ammunition.

(f-2) It is a defense to prosecution under this section that:

(1) the basis on which entry on a leased premises governed by Chapter 92, Property Code, was forbidden is that entry with a firearm or firearm ammunition was forbidden;

(2) the actor is a tenant of the leased premises or the tenant's guest;

(3) the actor:

(A) carries or stores a firearm or firearm ammunition in the tenant's rental unit;

(B) carries a firearm or firearm ammunition directly en route to or from the tenant's rental unit;

(C) carries a firearm or firearm ammunition directly en route to or from the actor's vehicle located in a parking area provided for tenants or guests by the landlord of the leased premises; or

(D) carries or stores a firearm or firearm ammunition in the actor's vehicle located in a parking area provided for tenants or guests by the landlord of the leased premises; and

(4) the actor is not otherwise prohibited by law from possessing a firearm or firearm ammunition.

(f-3) It is a defense to prosecution under this section that:

(1) the basis on which entry on a leased premises governed by Chapter 94, Property Code, was forbidden is that entry with a firearm or firearm ammunition was forbidden;

(2) the actor is a tenant of a manufactured home lot or the tenant's guest;

(3) the actor:

(A) carries or stores a firearm or firearm ammunition in the tenant's manufactured home;

(B) carries a firearm or firearm ammunition directly en route to or from the tenant's manufactured home;

(C) carries a firearm or firearm ammunition directly en route to or from the actor's vehicle located in a parking area provided for tenants or tenants' guests by the landlord of the leased premises; or

(D) carries or stores a firearm or firearm ammunition in the actor's vehicle located in a parking area provided for tenants or tenants' guests by the landlord of the leased premises; and

(4) the actor is not otherwise prohibited by law from possessing a firearm or firearm ammunition.

(f-4) It is a defense to prosecution under this section that:

(1) the conduct occurred on hotel property, and the basis on which entry on that property was forbidden is that entry with a firearm or firearm ammunition was forbidden;

(2) the actor is a guest of a hotel, as defined by Section 2155.101, Occupations Code; and

(3) the actor:

(A) carries or stores a firearm or firearm ammunition in the actor's hotel room;

(B) carries a firearm or firearm ammunition directly en route to or from the hotel or the actor's hotel room;

(C) carries a firearm or firearm ammunition directly en route to or from the actor's vehicle located on the hotel property, including a vehicle in a parking area provided for hotel guests; or

(D) carries or stores a firearm or firearm ammunition in the actor's vehicle located on the hotel property, including a vehicle in a parking area provided for hotel guests.

(g) It is a defense to prosecution under this section that the actor entered a railroad switching yard or any part of a railroad switching yard and was at that time an employee or a representative of employees exercising a right under the Railway Labor Act (45 U.S.C. Section 151 et seq.).

(h) At the punishment stage of a trial in which the attorney representing the state seeks the increase in punishment provided by Subsection (d)(3)(A)(iii), the defendant may raise the issue as to whether the defendant entered or remained on or in a critical infrastructure facility as part of a peaceful or lawful assembly, including an attempt to exercise rights guaranteed by state or federal labor laws. If the defendant proves the issue in the affirmative by a preponderance of the evidence, the increase in punishment provided by Subsection (d)(3)(A)(iii) does not apply.

Text of subsection effective until January 01, 20(i) This section does not apply if:

(1) the basis on which entry on the property or land or in the building was forbidden is that entry with a handgun or other weapon was forbidden; and

(2) the actor at the time of the offense was a peace officer, including a commissioned peace officer of a recognized state, or a special investigator under Article 2.122, Code of Criminal Procedure, regardless of whether the peace officer or special investigator was engaged in the actual discharge of an official duty while carrying the weapon.

Text of subsection effective on January 01, 2025

(i) This section does not apply if:

(1) the basis on which entry on the property or land or in the building was forbidden is that entry with a handgun or other weapon was forbidden; and

(2) the actor at the time of the offense was a peace officer, including a commissioned peace officer of a recognized state, or a special investigator under Article 2A.002, Code of Criminal Procedure, regardless of whether the peace officer or special investigator was engaged in the actual discharge of an official duty while carrying the weapon.

(j) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1138, Sec. 4, eff. September 1, 2009.

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

From: Jakob Skelton & Stephanie Skelton
914 Ranchers Club Lane
Driftwood, TX 78619

June 24, 2024

Attn: Goodwin & Company
Agent for La Ventana Ranch Owners Association, Inc.
1015 S. Mays Street
Round Rock, TX 78664

Delivered via Email to: LVROAboard@gmail.com and joe.gaines@goodwintx.com and Compliance@goodwintx.com

Dear Goodwin & Company,

I am writing in response to the recent notice regarding an alleged vehicle parking violation at our property, 914 Ranchers Club Lane. I appreciate the Board's efforts in maintaining community standards and would like to address the concerns outlined in your correspondence.

Vehicle Parking

Section 3.24 of the Declaration: The restriction on visible vehicles exceeding two for more than 72 hours is noted. However, I would like to clarify the following points regarding our vehicle usage:

- **Vehicle Movement**: Our vehicles are moved regularly, and none remain stationary for longer than the stipulated period of 72 hours. We ensure compliance by rotating vehicle parking to prevent any from remaining visible beyond the allowed time frame. This is in adherence to Section 3.24 of the Declaration, which specifies the regulations on vehicle visibility and duration.
- **Family Considerations**: We have a large family, and the number of vehicles is proportionate to our household size. Restricting the number of vehicles disproportionately affects larger families and does not take into account the practical needs of residents with multiple drivers. The current vehicle usage is a necessity for our daily activities and responsibilities. Under the Fair Housing Act, our large family is a protected class, and we request reasonable accommodation for our vehicle needs.
    - **For reference**: Under the Fair Housing Act (FHA), families with children are considered a protected class. The FHA prohibits discrimination against families with children under 18 years old, which includes imposing unreasonable restrictions on their housing or living conditions. This law ensures that families are not unfairly targeted or restricted by housing rules that disproportionately affect their ability to use and enjoy their homes

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

Summary

In conclusion, we would like to reiterate our commitment to complying with the community's regulations while also emphasizing our rights and needs as residents. We believe that our current practices are in line with the regulations and do not negatively impact the community.

We kindly request a meeting with the Board to discuss this matter further and to reach a mutually agreeable resolution. Thank you for your understanding and cooperation.

Sincerely,

DocuSigned by:
Jakob Skelton
97FDE18ECDB84A2...
6/25/2024 | 07:50 PDT

DocuSigned by:
5D7D3710CCD4430...
6/25/2024 | 07:50 PDT

Jakob Skelton & Stephanie Skelton

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

From: Jakob Skelton & Stephanie Skelton
914 Ranchers Club Lane
Driftwood, TX 78619

June 24, 2024

Attn: Goodwin & Company
Agent for La Ventana Ranch Owners Association, Inc.
1015 S. Mays Street
Round Rock, TX 78664

Delivered via Email to: LVROAboard@gmail.com and joe.gaines@goodwintx.com and Compliance@goodwintx.com

Dear Goodwin & Company,

This letter serves as a formal request under the Texas Property Code, Section 209.005, for the La Ventana Ranch Owners Association (ROA) to provide all records pertaining to complaints, communications, and other records regarding our residence at 914 Ranchers Club Lane.

Specifically, we request the following:

1. **Complaints and Reports:**
    - All written complaints filed against us.
    - Documentation of any verbal complaints or reports made against us.
    - Records of any investigations or actions taken in response to complaints.
2. **Communications:**
    - All email correspondences related to us.
    - Text messages and other electronic communications involving us.
    - Records of phone calls, including logs and transcripts, if available.
3. **Official Notices and Letters:**
    - Copies of all official notices sent to us regarding alleged violations or other matters.
    - Records of all letters sent by the ROA to us, including courtesy notices, warning letters, and fine notices.
4. **Meeting Minutes and Decisions:**
    - Minutes from any ROA meetings where matters concerning us were discussed.
    - Records of decisions made by the ROA regarding any issues related to us.

Legal Basis for Request

According to **Texas Property Code, Section 209.005(i)**, members of a property owners' association have the right to access and review the books and records of the association. This includes all records related to complaints, communications, and other documentation concerning our tenure as residents of La Ventana Ranch.

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

Response Timeframe

We request that these records be provided to us within fourteen **(14) days of receipt of this letter**, as stipulated by the Texas Property Code, Section 209.005(m). If any of the requested documents are not available, please provide a written explanation for their absence and specify the steps being taken to retrieve or locate these records.

Delivery of Records

Please provide the requested documents in electronic format, if possible, and send them to the following email address: skeltonjakob@gmail.com. If electronic delivery is not feasible, please notify us to arrange an alternative method for receiving these documents.

We appreciate your prompt attention to this matter and look forward to your timely response. Should you have any questions or require further clarification, please do not hesitate to contact us.

Sincerely,

DocuSigned by:
Jakob Skelton
97F0E18ECDB84A7...

DocuSigned by:
...527D3719CCD4430...

6/25/2024 | 10:04 PDT | 6/25/2024 | 07:50 PDT

Jakob Skelton & Stephanie Skelton

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

From: Jakob Skelton & Stephanie Skelton
914 Ranchers Club Lane
Driftwood, TX 78619

June 24, 2024

Attn: Goodwin & Company
Agent for La Ventana Ranch Owners Association, Inc.
1015 S. Mays Street
Round Rock, TX 78664

Delivered via Email to: LVROAboard@gmail.com and joe.gaines@goodwintx.com and Compliance@goodwintx.com

Dear Goodwin & Company,

Subject: Urgent: Privacy Violation, Criminal Trespass, and Addressing Allegations

Greetings:

I am writing to formally address several pressing issues related to recent actions by representatives of the La Ventana Ranch Owners Association and subsequent allegations against our property at 914 Ranchers Club Lane.

Privacy Violation and Criminal Trespass

It has come to our attention that representatives from the La Ventana Ranch Owners Association, or their agents, entered the adjoining neighbor's yard and leaned over our fence to take photographs of our property. This intrusion occurred approximately 363 feet from the property line at the roadway, an area entirely concealed from public view or any roadway.

This act of leaning over a fence and capturing images within our property is a clear violation of privacy and constitutes criminal trespass as defined by Texas Penal Code Sec. 30.05. The statute explicitly states that entering or remaining on or in property without effective consent and with notice that entry is forbidden is a prosecutable offense. Our property is enclosed by fencing designed to exclude intruders, satisfying the requirements of notice under Sec. 30.05 (b)(2)(B).

We have reviewed the La Ventana Ranch Owners Association bylaws and governing documents, including the Third Amended Declaration of Covenants, Conditions, and Restrictions, and found no provisions that permit the Association or its representatives to enter private property for inspections without prior consent. Inspections are to be conducted from the roadway as visible from public access points, which in this case was not possible without unauthorized entry.

The metadata from the photographs taken clearly indicates a focal length of 4.2mm, consistent with a wide-angle lens that would require proximity to the subject, further supporting that the individual had to lean into our yard to capture the images.

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

This incident is not only a violation of our privacy but also potentially a criminal act. Below are the relevant points and legal references:

- **Texas Penal Code Sec. 30.05**: Entry into our property without consent and with evident exclusion by fencing constitutes criminal trespass.
- **Privacy Violation**: Intruding into private property beyond visible public areas without consent.
- **Association Bylaws**: Lack of any provisions allowing unauthorized entry for inspections.

Allegations Addressed

1.27 Improvement(s): The Association claims that we did not get the duck coop nor the black fence shade approved.

- **Response**: According to Section 3.11 and Section 3.13 of the Declaration, no improvements shall be constructed or materially altered without the prior written approval of the Architectural Committee. However, the documents do not explicitly mention duck coops as requiring approval. This ambiguity could be argued as a basis for a reasonable misunderstanding regarding the need for prior approval. Additionally, if a child's Little Tikes playhouse, which is larger than a duck coop, does not require approval, it stands to reason that a smaller structure such as a duck coop would also not require it.

3.28 Animals-Household Pets: The Association claims we have 20 ducks, which is beyond what is allowed.

- **Response**: Recently, the Texas Legislature passed a bill allowing residents to keep fowl. Our ducks serve as emotional support animals (ESAs), placing us under a protected class. The Fair Housing Act (FHA) requires reasonable accommodations for emotional support animals, which include various types of animals beyond traditional pets. Notably, there are no specific caps on the number of emotional support animals a person can have, as long as they are necessary and reasonable. The U.S. Department of Housing and Urban Development (HUD) provides guidelines on this. We are not downsizing the number of ducks as they are essential for our mental health and well-being.

Additional Issues

- **Vehicle Parking (Addressed above as well)**: Our vehicles are moved regularly, and none remain stationary for longer than the stipulated period of 72 hours. We ensure compliance by rotating vehicle parking to prevent any from remaining visible beyond the allowed time frame. This is in adherence to Section 3.24 of the Declaration, which specifies the regulations on vehicle visibility and duration.

Legal Precedents and Protections

- **Fair Housing Act**: Protects against discrimination and requires reasonable accommodations for emotional support animals.

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

- **Americans with Disabilities Act (ADA)**: Protects individuals with disabilities and requires reasonable accommodations.
- **Bronk v. Ineichen**: Established that landlords must make reasonable accommodations for tenants with disabilities, including emotional support animals.
- **Janush v. Charities Housing Development Corp.**: Ruled in favor of a tenant keeping multiple birds and cats as emotional support animals, indicating no specific limits on the type or number of animals.

Conclusion and Demand

We demand an immediate **CEASE AND DESIST** of any further unauthorized entries into our property by the Association or its representatives. If these demands are not met promptly, we will have no choice but to pursue legal action to protect our rights and privacy.

Please govern yourselves accordingly and contact us to confirm receipt of this notice and to discuss the necessary steps to resolve this matter.

Sincerely,

DocuSigned by:
Jakob Skelton
9ZF9E18ECDB84A7...
6/25/2024 | 07:50 PDT

DocuSigned by:
527D3719CCD4430...
6/25/2024 | 07:50 PDT

Jakob and Stephanie Skelton

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

From: Jakob Skelton & Stephanie Skelton
914 Ranchers Club Lane
Driftwood, TX 78619

June 24, 2024

Attn: Goodwin & Company
Agent for La Ventana Ranch Owners Association, Inc.
1015 S. Mays Street
Round Rock, TX 78664

Delivered via Email to: LVROAboard@gmail.com and joe.gaines@goodwintx.com and Compliance@goodwintx.com

Dear Goodwin & Company,

This letter serves as an **official and final Criminal Trespass Warning**. Under the Texas Penal Code Sec. 30.05, it is a criminal offense to enter or remain on property without effective consent when notice is given that entry is forbidden. Our property at 914 Ranchers Club Lane is enclosed by fencing designed to exclude intruders, and any unauthorized entry beyond this point is a violation of Texas law.

Texas Penal Code Sec. 30.05 (Criminal Trespass)

- **(a)** A person commits an offense if the person enters or remains on or in property of another, including residential land, without effective consent and the person:
  - **(1)** Had notice that the entry was forbidden; or
  - **(2)** Received notice to depart but failed to do so.
- **(b)** For purposes of this section:
  - **(1)** "Entry" means the intrusion of the entire body.
  - **(2)** "Notice" means:
    - **(B)** Fencing or other enclosure obviously designed to exclude intruders or to contain livestock.

Goodwin Property Management **is only authorized to act within the scope of the bylaws, Covenants, Conditions, and Restrictions (CC&Rs), and related rules and regulations.** Any actions beyond these authorized powers, including unauthorized entry onto private property, are not permitted. Your recent actions, which include entering our property without consent by leaning over the fence and taking photographs, constitute a clear violation of the aforementioned code.

This is your one and only warning to cease any unauthorized entry onto our property. Any future unauthorized entry will be reported to the authorities and will be prosecuted to the full extent of the law.

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

Please respect our property boundaries and the limitations of your authority under the bylaws, CC&Rs, and related rules and regulations.

Sincerely,

DocuSigned by:
Jakob Skelton
97F0E18ECDB84A7...
6/25/2024 | 07:50 PDT

DocuSigned by:
537D9719CCD4430...
6/25/2024 | 07:50 PDT

Jakob and Stephanie Skelton

DocuSign Envelope ID: C6973A5C-17FF-403B-80A8-29273D78D921

Forensics and meta data on photo submission from Goodwin and La Ventana ROA

Iphone 12 Mini- JUN202024

- **72dpi (dots per inch)**: This is the resolution for printing and isn't as relevant for determining zoom or lean in a digital context.
- **4.2mm focal length**: On an iPhone 12 mini, this is a standard focal length for the wide camera. It doesn't indicate zoom on its own, as the wide camera has a fixed focal length of 4.2mm.
- **f/1.6 aperture**: This is the camera's aperture setting, which controls how much light is let in. A lower f-number like 1.6 allows for more light and is typical for the iPhone's main camera.
- **1/400 second shutter speed**: This is a fast shutter speed, meaning the photo was taken quickly. This setting helps in capturing sharp images, even if the subject is moving.
- **ISO 32**: This is the camera's sensitivity to light. A low ISO like 32 suggests the photo was taken in good lighting conditions.
- **Exposure 0**: This means no exposure compensation was applied, and the camera used its default setting for the lighting conditions.

Opinion:

- **Focal Length**: The focal length of 4.2mm suggests that the person used the wide camera without zooming in significantly. The iPhone 12 mini has a fixed wide camera focal length of 4.2mm, so any significant zooming would change the focal length to a higher number (e.g., the telephoto lens or digital zoom).
- **Image Clarity**: The image is clear and sharp, it's likely that they leaned in to take the photo rather than zooming. Digital zoom typically reduces image quality and makes it look grainier.

Given this information, it seems more likely that the person leaned in to take the photo rather than using digital zoom.

June 25, 2024

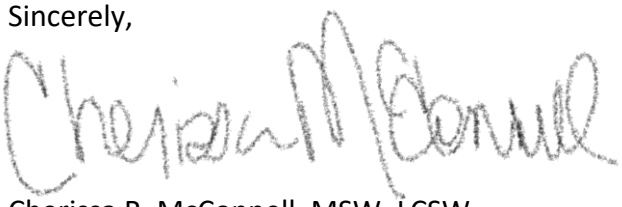
To Whom It May Concern:
Re: Emotional Support Animal Accommodations

Stephanie Skelton is currently my client and being treated for Post Traumatic Stress Disorder (ICD 10: F43.1) and other reactions to severe stress (ICD 10: F43.8). I am intimately familiar with her history and with the functional limitations imposed on her by this disability. She meets the definition of disability under the Americans with Disabilities Act, The Fair Housing Act and the Rehabilitation Act of 1973.

Due to her diagnosis, Stephanie has certain limitations regarding coping with stress and anxiety. In order to help alleviate these difficulties I am stating that her emotional support animals assist Stephanie in coping successfully with daily life activities. Stephanie, and her family, have developed a strong bond with her ducks for the past fifteen months.

I am familiar with the voluminous professional literature concerning the therapeutic benefits of assistance animals for people with disabilities such as that experienced by Stephanie. Upon request, I will share citations to relevant studies, and would be happy to answer other questions you may have concerning my recommendation that Stephanie be able to keep her support animals. Should you have additional questions, please do not hesitate to contact me.

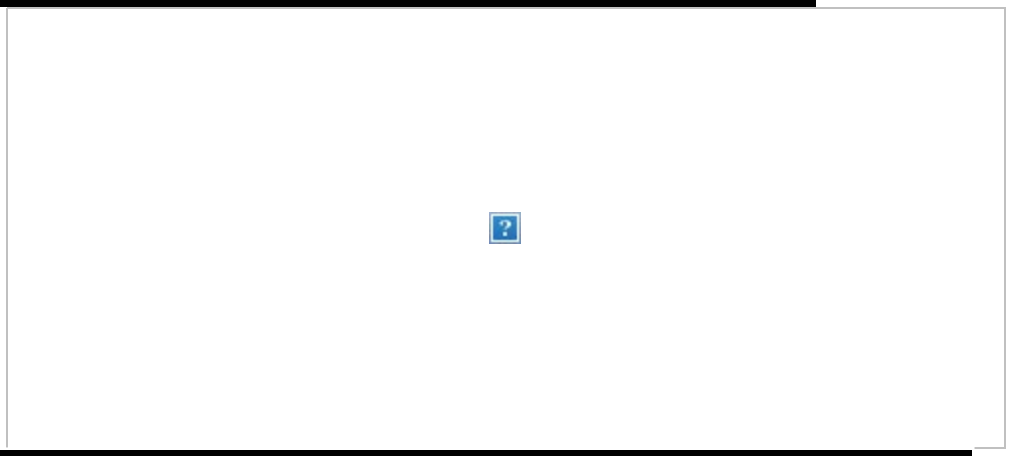
Sincerely,



Cherissa R. McConnell, MSW, LCSW
License #59413
AssuraSource Behavioral Management
940-255-3044

From: Gary L. Wickert
To: [redacted]
Cc: Mike Evans; Diana Perry
Subject: [redacted]
Attachments: image001.png

[redacted]



[redacted]

Gary L. Wickert | Bio

[redacted]

From: [redacted]
To: Gary L. Wickert; N Salakhov; [redacted] Stacy Bass; bobasay
Subject: FW: 914 Ranchers Club Lane Response Letter.
Date: Tuesday, June 25, 2024 12:36:32 PM
Attachments: 914 Ranchers Letter - Docusigned.pdf

I am forwarding to our attorneys

Sent from Proton Mail for iOS

---------- Forwarded message ----------
From: Joe Gaines <Joe.Gaines@goodwintx.com>
Date: On Tue, Jun 25, 2024 at 10:56 AM
Subject: FW: 914 Ranchers Club Lane Response Letter.
To: [redacted]
Cc:
Hey Mike,
I wanted you to see this first before I forward to the Board. Goodwin does not go on private property to take pictures. A neighbor gave pictures of the ducks.
Thanks, Joe

From: Jakob Skelton <skeltonjakob@gmail.com>
Sent: Tuesday, June 25, 2024 10:35 AM
To: lvroaboard@gmail.com; Goodwin Compliance <Compliance@goodwintx.com>; Joe Gaines <Joe.Gaines@goodwintx.com>
Subject: 914 Ranchers Club Lane Response Letter.
Hi all,
Please see attached letter.
Best Regards,
Jake

From: Nicole Salakhov
To: Mike Evans; Gary L. Wickert; Diana Perry; Stacy Bass; Robert Asay; James Painter
Subject: Fwd: 914 Ranchers Club request on TownSq
Date: Thursday, May 2, 2024 10:37:30 AM
Attachments: 914 Rancher parked in grass.jpeg

Removing Joe for now

My stance on these has always been to go ahead and waive fines, but have the person pay for the $25 fee. Otherwise the neighborhood is stuck with paying for it and it was the person getting the fine who caused whatever issue in the first place. (A fee is never charged on courtesy notices and if something goes beyond that, there must have been some sort of issue that wasn't resolved.) Also, it would have been nice to see the photos, but Joe is not answering how/why they disappeared.

My two cents is to waive the $50, but have the Skeltons pay the $25. BUT, they don't get out of this completely - the inspector should continue to monitor closely and issue citations as needed. Joe should NOT write on their account that all issues are resolved or that they shouldn't get future violations.

What does everyone else think?

---------- Forwarded message ---------
From: **Joe Gaines** <Joe.Gaines@goodwintx.com>
Date: Thu, May 2, 2024 at 10:06 AM
Subject: RE: 914 Ranchers Club request on TownSq
To: Nicole Salakhov <[redacted]
Cc: Mike Evans <[redacted] Diana Perry <[redacted] James Painter <[redacted] Robert Asay <[redacted] Gary Wickert <[redacted] Stacy Bass <[redacted]

Hi Nicole,

Parking in grass is closed. He asked me after our board meeting what else he needs to do. I said he can't have six cars in view, so he is working on that. Let me know if I should not give him his requested $75 credit. It sounds like he is trying to become compliant, so this would be a gesture of good faith to give the credit.

Thanks, Joe

From: Nicole Salakhov [redacted]
Sent: Thursday, May 2, 2024 9:49 AM
To: Joe Gaines <[redacted]
Cc: Mike Evans <[redacted] Diana Perry [redacted] James Painter <[redacted] Robert Asay [redacted] Gary Wickert [redacted] Stacy Bass <[redacted]
Subject: 914 Ranchers Club request on TownSq

Hi, Joe -

Jake Skelton put this request on TownSq last night. When I open the violation in SmartWebs, there aren't any photos. Do you know what happened to them?

Thanks,

Nicole

05/01/2024, 09:51 PM

Violation Error.

Description

Hey Folks! I received notice back in January about parking in the grass and was then resolved. On April 8th, I received a stage 2 fine for parking on the grass. On the 10th I received a messgae back from Joe : " The parking in grass is closed. If that was part of the new violation, it was an error. The violation is for having 6 vehicles and your ATV in view. You will have to store the ATV and some of the vehicles in your garage out of view." What steps can we take to remove the $50 + $25 fee from my account and get us back in good standing?

From: Diana Perry
To: Bob Asay; Gary L. Wickert; James Painter; Mike Evans; Nicole Salakhov; Stacy Bass
Subject: [redacted]
Date: Tuesday, April 16, 2024 5:19:41 PM

One more

---------- Forwarded message ---------
From: **AT&T** <[redacted]
Date: Tue, Apr 16, 2024 at 2:49 PM
Subject: [redacted]
To: Nicole Salakhova <[redacted] Diana Perry <[redacted]
CC: Mona Jones <[redacted] Drew Martin <[redacted] Miha Vindis Vindis <[redacted] Peter Evans <[redacted]

[redacted]

On Tuesday, April 16, 2024 at 02:29:13 PM CDT, AT&T <[redacted] wrote:

These are the topics that we would like to discuss prior to the board meeting.

[redacted]

[redacted]

914 Ranchers Club- ducks, sub lease to another family, 4-5-6 7-cars in driveway all the time.

[redacted]

From: LaVentana Board
To: Bob Asay; Gary L. Wickert; James Painter; Mike Evans; Nicole Salakhov; Stacy Bass
[redacted]
Date: Sunday, June 16, 2024 12:03:24 PM

[redacted]

---------- Forwarded message ---------
From: **Mona Jones** <[redacted]
Date: Thu, Jun 13, 2024 at 9:50 AM
[redacted]
To: LaVentana Board <lvroaboard@gmail.com>

[redacted]

914 Ranchers Club- three trash cans in driveway at all times. Uses one of his 6 cars in his driveway to try to block the view of 4 trash cans and other trash he seems to store on his driveway. . He has 4 trash/recycle cans because he has two families living her. Owner says he can have all those cars because they all get moved every 72 hours. Not true. And if the cars all get moved, then the trash cans aren't always blocked from view . Why are we allowing this. Repeat violation

[redacted]

[redacted]

From: LaVentana Board
To: Mike Evans; Nicole Salakhov; Stacy Bass; James Painter; Gary L. Wickert; Bob Asay; David Blackwell
Subject: Fwd: Multiple violations for 914 Ranchers Club
Date: Wednesday, March 13, 2024 7:01:32 PM

All,
This came into the LVROA board email.
Diana

---------- Forwarded message ---------
From: **AT&T** [redacted]
Date: Wed, Mar 13, 2024 at 3:20 PM
Subject: Multiple violations for 914 Ranchers Club
To: LaVentana Board <lvroaboard@gmail.com>
Cc: Mona Jones [redacted] Drew Martin [redacted] Miha Vindis Vindis [redacted] Peter Evans [redacted]

It has come to my attention that Jake is renting half of his house which violates 3.41. He also has 20 ducks that his wife posted on FaceBook. The residence also has up to 6 vehicles parked outside as well as his ATV.

Thanks,

Dave

[redacted]

From: Gary L. Wickert [redacted]
Sent: Sunday, July 7, 2024 12:09 PM
To: Diana Perry
Subject: RE: Notes Skelton Meeting

Wonderful job.

One addition: t about the halfway point of the meeting I asked Jake whether it would be possible for him to keep his emotional support animals indoors where they could do him some good. He agreed that this was possible, looked over at Stefanie, and she nodded approvingly.

Also, I believe the "neighbor" who crashed the meeting was named Matt.

Gary L. Wickert | Bio
[redacted]

[redacted]

From: Diana Perry [redacted]
Sent: Saturday, July 6, 2024 4:16 PM
To: Mike Evans [redacted] Gary Wickert [redacted]; Nicole Salakhov [redacted] Bob Asay [redacted] James Painter [redacted]; Stacy Bass [redacted]
Subject: Notes Skelton Meeting

Here are the notes from the meeting. Please let me know if you have any additions or corrections etc, or if I did not report correctly.

Thanks,
Diana

[redacted]

From: Diana Perry [redacted]
Sent: Sunday, July 7, 2024 2:44 PM
To: Gary L. Wickert
Subject: Re: Notes Skelton Meeting

Great will add, thanks so much.
diana

On Sun, Jul 7, 2024 at 12:09 PM Gary Wickert [redacted] wrote:

> Wonderful job.
>
> One addition: t about the halfway point of the meeting I asked Jake whether it would be possible for him to keep his emotional support animals indoors where they could do him some good. He agreed that this was possible, looked over at Stefanie, and she nodded approvingly.
>
> Also, I believe the "neighbor" who crashed the meeting was named Matt.
>
> Gary L. Wickert | Bio

[redacted]

[redacted]

From: Diana Perry [redacted]
Sent: Saturday, July 6, 2024 4:16 PM
To: Mike Evans [redacted]; Gary Wickert [redacted]; Nicole Salakhov [redacted]; Bob Asay [redacted]; James Painter [redacted]; Stacy Bass [redacted]
Subject: Notes Skelton Meeting

Here are the notes from the meeting. Please let me know if you have any additions or corrections etc, or if I did not report correctly.

Thanks,

Diana

[redacted]

From: Stacy Bass [redacted]
Sent: Monday, July 8, 2024 10:57 AM
To: Diana Perry
Cc: Mike Evans; Gary L. Wickert; Nicole Salakhov; Bob Asay; James Painter
Subject: Re: Notes Skelton Meeting

Diana,

Great notes... please add me as in attendance.

On Sat, Jul 6, 2024 at 4:16 PM Diana Perry [redacted] wrote:

Here are the notes from the meeting. Please let me know if you have any additions or corrections etc, or if I did not report correctly.

Thanks,
Diana

[redacted]

From:	Diana Perry
To:	Mike Evans; Gary L. Wickert; Nicole Salakhov; Bob Asay; James Painter; Stacy Bass
Subject:	Notes Skelton Meeting
Date:	Saturday, July 6, 2024 4:16:22 PM
Attachments:	LV Board Meeting 209-Skelton .docx

Here are the notes from the meeting. Please let me know if you have any additions or corrections etc, or if I did not report correctly.

Thanks,
Diana

[redacted]

From: N Salakhov [redacted]
Sent: Tuesday, July 9, 2024 10:01 AM
To: James H Painter
Cc: Diana Perry; Gary L. Wickert; Mike Evans; Robert Asay; Stacy Bass
Subject: Re: Board meeting

Agenda items:
Reserve study complete. I will send to the board as soon as I've had a chance to review. I can work this into the usual treasurer report or it can be a separate item.

Vote to approve additional funds for the water litigation. (I'll be sure and explain that if we don't need it after approval, the funds will simply remain in the reserves.)

We should probably also approve funds for the attorney fees for the Skelton issue.

> On Jul 7, 2024, at 7:04 PM, James H Painter <jameshpainter13@gmail.com> wrote:
>
> Whatever day works out for Yall to meet with the potential management company, Mike would also like a board meeting.
>
> Will you send me your potential agenda items so I can work up a full agenda for review?
>
> Thanks
> Sent from my iPad

From: Jakob Skelton
To: lvroaboard@gmail.com
Cc: Bob Asay; Gary L. Wickert; [redacted] Mike Evans; Nicole Salakhov; [redacted]
Subject: Re: 209 Meeting with Board
Date: Friday, July 5, 2024 6:25:10 PM
Attachments: Letter of Support Stephanie.pdf

Hey Diana and Board!

Thank you for your response. Please find attached the emotional support letter addressing your request for additional information.

Regarding the vehicles, we assure you they are well-maintained and not dilapidated. We understand the CC&Rs' concern regarding what constitutes an eyesore, and if there is a violation, we acknowledge its necessity. It is important to note that several individuals in our residence, including our childcare provider, work from home. Therefore, rotating each vehicle every 72 hours, as suggested, would be impractical and disruptive to our daily lives.

We regret the escalation of this matter, which we believe was exacerbated by the actions of Mrs. Judi Chun and certain members of the Architectural Committee's persistent scrutiny of the Association. Our actions were taken to safeguard our family, a responsibility we take seriously.

While we acknowledge that this situation may have impacted the Association's perception of us, we hold no ill will toward the Association or its members. Our primary concern remains addressing the actions of Mrs. Judi Chun and the involved committee members that led to this unfortunate sequence of events.

Furthermore, we accept the invitation for a meeting at 9 am on Saturday and look forward to discussing this matter further.

Thank you for your attention to this matter.

Best Regards,

Jake

On Fri, Jul 5, 2024, 2:33 PM LaVentana Board <lvroaboard@gmail.com> wrote:

> Hi Jake
> We are following up on your request for 209 meeting. We are available tomorrow Saturday, July 6th at 9:00 am.
>
> Please let us know if you would still like to meet and if you can make it.
>
> Respectfully
> Diana Perry

From: N Salakhov
To: [redacted] Diana Perry
Cc: Gary L. Wickert; [redacted]; Stacy Bass; bobasay
Subject: Re: 914 Ranchers Club Lane Response Letter.
Date: Tuesday, June 25, 2024 6:55:43 PM
Attachments: 914 Ranchers Letter - Docusigned.pdf

Adding Diana.

> On Jun 25, 2024, at 12:36 PM, [redacted] wrote:
>
> I am forwarding to our attorneys
>
> Sent from Proton Mail for iOS
>
> ---------- Forwarded message ----------
> From: Joe Gaines <Joe.Gaines@goodwintx.com>
> Date: On Tue, Jun 25, 2024 at 10:56 AM
> Subject: FW: 914 Ranchers Club Lane Response Letter.
> To: [redacted]
> Cc: [redacted]
> Hey Mike,
> I wanted you to see this first before I forward to the Board. Goodwin does not go on private property to take pictures. A neighbor gave pictures of the ducks.
> Thanks, Joe
>
> **From:** Jakob Skelton <skeltonjakob@gmail.com>
> **Sent:** Tuesday, June 25, 2024 10:35 AM
> **To:** lvroaboard@gmail.com; Goodwin Compliance <Compliance@goodwintx.com>; Joe Gaines <Joe.Gaines@goodwintx.com>
> **Subject:** 914 Ranchers Club Lane Response Letter.
> Hi all,
> Please see attached letter.
> Best Regards,
> Jake

From: James Painter
To: [redacted]
Cc: Gary L. Wickert; N Salakhov; Stacy Bass; bobasay
Subject: Re: 914 Ranchers Club Lane Response Letter.
Date: Tuesday, June 25, 2024 1:10:45 PM

Wow. Thanks
Sent from my iPhone

On Jun 25, 2024, at 11:36 AM, [redacted]

I am forwarding to our attorneys

Sent from Proton Mail for iOS

---------- Forwarded message ----------
From: Joe Gaines <Joe.Gaines@goodwintx.com>
Date: On Tue, Jun 25, 2024 at 10:56 AM
Subject: FW: 914 Ranchers Club Lane Response Letter.
To: [redacted]
Cc:
Hey Mike,
I wanted you to see this first before I forward to the Board. Goodwin does not go on private property to take pictures. A neighbor gave pictures of the ducks.
Thanks, Joe

From: Jakob Skelton <skeltonjakob@gmail.com>
Sent: Tuesday, June 25, 2024 10:35 AM
To: lvroaboard@gmail.com; Goodwin Compliance <Compliance@goodwintx.com>; Joe Gaines <Joe.Gaines@goodwintx.com>
Subject: 914 Ranchers Club Lane Response Letter.
Hi all,
Please see attached letter.
Best Regards,
Jake

<914 Ranchers Letter - Docusigned.pdf>

From: Joe Gaines
To: Nicole Salakhov
Cc: Mike Evans; Diana Perry; James Painter; Robert Asay; Gary L. Wickert; Stacy Bass
Subject: RE: 914 Ranchers Club request on TownSq
Date: Thursday, May 2, 2024 10:06:22 AM
Attachments: 914 Rancher parked in grass.jpeg

Hi Nicole,
Parking in grass is closed. He asked me after our board meeting what else he needs to do. I said he can't have six cars in view, so he is working on that. Let me know if I should not give him his requested $75 credit. It sounds like he is trying to become compliant, so this would be a gesture of good faith to give the credit.
Thanks, Joe

From: Nicole Salakhov [redacted]
Sent: Thursday, May 2, 2024 9:49 AM
To: Joe Gaines <Joe.Gaines@goodwintx.com>
Cc: Mike Evans [redacted] Diana Perry [redacted]; James Painter [redacted] Robert Asay [redacted] Gary Wickert [redacted] Stacy Bass [redacted]
Subject: 914 Ranchers Club request on TownSq
Hi, Joe -
Jake Skelton put this request on TownSq last night. When I open the violation in SmartWebs, there aren't any photos. Do you know what happened to them?
Thanks,
Nicole
05/01/2024, 09:51 PM

Violation Error.

Description

Hey Folks! I received notice back in January about parking in the grass and was then resolved. On April 8th, I received a stage 2 fine for parking on the grass. On the 10th I received a messgae back from Joe : " The parking in grass is closed. If that was part of the new violation, it was an error. The violation is for having 6 vehicles and your ATV in view. You will have to store the ATV and some of the vehicles in your garage out of view." What steps can we take to remove the $50 + $25 fee from my account and get us back in good standing?

From: James Painter
To: Nicole Salakhov
Cc: Mike Evans; Gary L. Wickert; Diana Perry; Stacy Bass; Robert Asay
Subject: Re: 914 Ranchers Club request on TownSq
Date: Thursday, May 2, 2024 10:39:46 AM

I agree with your comments and suggestions.
Sent from my iPhone

> On May 2, 2024, at 10:37 AM, Nicole Salakhov <[redacted] wrote:
>
> Removing Joe for now
>
> My stance on these has always been to go ahead and waive fines, but have the person pay for the $25 fee. Otherwise the neighborhood is stuck with paying for it and it was the person getting the fine who caused whatever issue in the first place. (A fee is never charged on courtesy notices and if something goes beyond that, there must have been some sort of issue that wasn't resolved.) Also, it would have been nice to see the photos, but Joe is not answering how/why they disappeared.
>
> My two cents is to waive the $50, but have the Skeltons pay the $25. BUT, they don't get out of this completely - the inspector should continue to monitor closely and issue citations as needed. Joe should NOT write on their account that all issues are resolved or that they shouldn't get future violations.
>
> What does everyone else think?
>
> ---------- Forwarded message ---------
> From: **Joe Gaines** <Joe.Gaines@goodwintx.com>
> Date: Thu, May 2, 2024 at 10:06 AM
> Subject: RE: 914 Ranchers Club request on TownSq
> To: Nicole Salakhov [redacted]
> Cc: Mike Evans [redacted] Diana Perry <[redacted]
> James Painter [redacted], Robert Asay
> <[redacted] Gary Wickert [redacted] Stacy Bass
> [redacted]
>
> Hi Nicole,
>
> Parking in grass is closed. He asked me after our board meeting what else he needs to do. I said he can't have six cars in view, so he is working on that. Let me know if I should not give him his requested $75 credit. It sounds like he is trying to become compliant, so this would be a gesture of good faith to give the credit.
>
> Thanks, Joe

From: Nicole Salakhov <[redacted]
Sent: Thursday, May 2, 2024 9:49 AM
To: Joe Gaines <Joe.Gaines@goodwintx.com>
Cc: Mike Evans [redacted]; Diana Perry <[redacted] James Painter [redacted]; Robert Asay <[redacted] Gary Wickert [redacted]; Stacy Bass <[redacted]
Subject: 914 Ranchers Club request on TownSq

Hi, Joe -

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05/01/2024, 09:51 PM

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<914 Rancher parked in grass.jpeg>

From: Diana Perry
To: Nicole Salakhov
Cc: Gary L. Wickert; James Painter; Mike Evans; Robert Asay; Stacy Bass
Subject: Re: 914 Ranchers Club request on TownSq
Date: Thursday, May 2, 2024 10:42:45 AM

Agree. They're about to get one for mowing. Their yard looks unkept.

Also are we anywhere in ducks. Were they going to trim the group from 20

- Joe - I'm wondering if violations are and such are somewhat out of control because he is closing violations that should not be closed.

I agree with 50 but 25 is what it is.

D

On Thu, May 2, 2024 at 10:37 AM Nicole Salakhov <[redacted] wrote:

> Removing Joe for now
>
> My stance on these has always been to go ahead and waive fines, but have the person pay for the $25 fee. Otherwise the neighborhood is stuck with paying for it and it was the person getting the fine who caused whatever issue in the first place. (A fee is never charged on courtesy notices and if something goes beyond that, there must have been some sort of issue that wasn't resolved.) Also, it would have been nice to see the photos, but Joe is not answering how/why they disappeared.
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>
> What does everyone else think?
>
> ---------- Forwarded message ---------
> From: **Joe Gaines** <Joe.Gaines@goodwintx.com>
> Date: Thu, May 2, 2024 at 10:06 AM
> Subject: RE: 914 Ranchers Club request on TownSq
> To: Nicole Salakhov[redacted]
> Cc: Mike Evans [redacted] Diana Perry [redacted] James Painter [redacted] Robert Asay [redacted] Gary Wickert [redacted] Stacy Bass [redacted]
>
> Hi Nicole,
>
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Thanks, Joe

From: Nicole Salakhov <[redacted]
Sent: Thursday, May 2, 2024 9:49 AM
To: Joe Gaines <[redacted]
Cc: Mike Evans [redacted] Diana Perry <[redacted] James Painter <[redacted] Robert Asay <[redacted] Gary Wickert [redacted] Stacy Bass <[redacted]
Subject: 914 Ranchers Club request on TownSq

Hi, Joe -

Jake Skelton put this request on TownSq last night. When I open the violation in SmartWebs, there aren't any photos. Do you know what happened to them?

Thanks,

Nicole

05/01/2024, 09:51 PM

Violation Error.

Description

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From: Nicole Salakhov
To: Joe Gaines
Cc: Mike Evans; Diana Perry; James Painter; Robert Asay; Gary L. Wickert; Stacy Bass
Subject: Re: 914 Ranchers Club request on TownSq
Date: Thursday, May 2, 2024 2:00:39 PM

Hi, Joe -

The board is ok to waive the $50 fine, but ask that the Skeltons pay the $25 fee. We do not feel it's fair for the neighborhood to be stuck with the $25 fee when the issue has been caused by a specific resident.

Thanks,
Nicole

On Thu, May 2, 2024 at 10:06 AM Joe Gaines <Joe.Gaines@goodwintx.com> wrote:

> Hi Nicole,
>
> Parking in grass is closed. He asked me after our board meeting what else he needs to do. I said he can't have six cars in view, so he is working on that. Let me know if I should not give him his requested $75 credit. It sounds like he is trying to become compliant, so this would be a gesture of good faith to give the credit.
>
> Thanks, Joe
>
> ---
>
> **From:** Nicole Salakhov [redacted]
> **Sent:** Thursday, May 2, 2024 9:49 AM
> **To:** Joe Gaines [redacted]
> **Cc:** Mike Evans [redacted] Diana Perry [redacted] James Painter [redacted] Robert Asay [redacted] Gary Wickert [redacted] Stacy Bass [redacted]
> **Subject:** 914 Ranchers Club request on TownSq
>
> Hi, Joe -
>
> Jake Skelton put this request on TownSq last night. When I open the violation in SmartWebs, there aren't any photos. Do you know what happened to them?
>
> Thanks,
>
> Nicole
>
> 05/01/2024, 09:51 PM
>
> **Violation Error.**

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From: Nicole Salakhov
To: [redacted]
Cc: Gary L. Wickert; [redacted] Stacy Bass; bobasay
Subject: Re: FW: 914 Ranchers Club Lane Response Letter.
Date: Tuesday, June 25, 2024 1:33:46 PM

I find this so disgusting on so many levels.

On Tue, Jun 25, 2024 at 12:36 PM [redacted] wrote:

> I am forwarding to our attorneys
>
> Sent from Proton Mail for iOS
>
> ---------- Forwarded message ----------
> From: Joe Gaines <Joe.Gaines@goodwintx.com>
> Date: On Tue, Jun 25, 2024 at 10:56 AM
> Subject: FW: 914 Ranchers Club Lane Response Letter.
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> **From:** Jakob Skelton <skeltonjakob@gmail.com>
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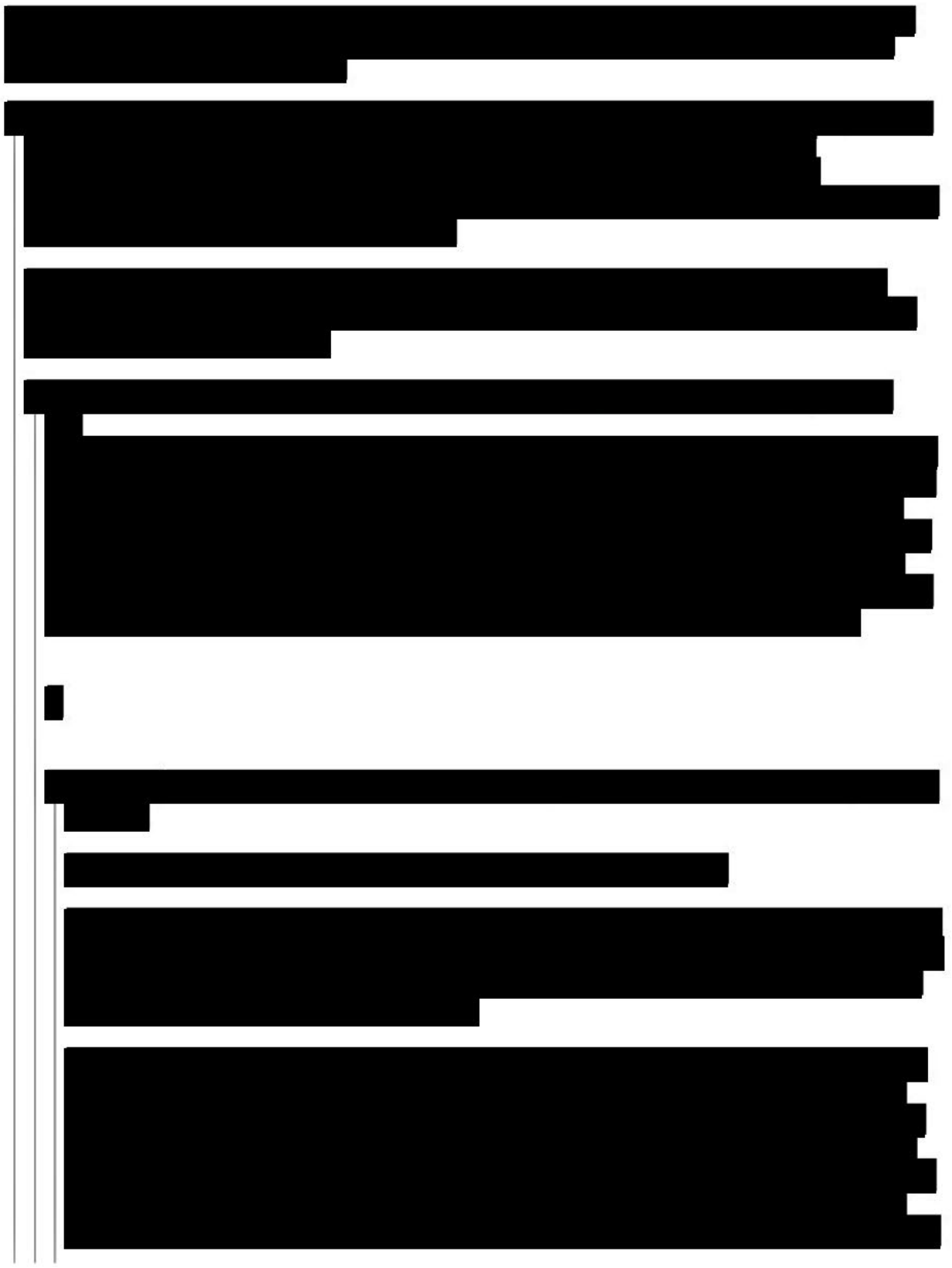
> **To:** lvroaboard@gmail.com; Goodwin Compliance <Compliance@goodwintx.com>; Joe Gaines <Joe.Gaines@goodwintx.com>
> **Subject:** 914 Ranchers Club Lane Response Letter.
>
> Hi all,
>
> Please see attached letter.
>
> Best Regards,
>
> Jake

From: Diana Perry
To: Nicole Salakhov
Cc: LaVentana Board; Gary L. Wickert; James Painter; Joe Gaines; Mike Evans; Robert Asay; Stacy Bass
Subject: Re: FW: Violation letters
Date: Monday, March 18, 2024 3:06:44 PM



[redacted]

[redacted]

[redacted]Can you please go ahead with violations for the following properties?

RANCHERS CLUB
914 - 5-6 vehicles in the driveway all the time. Includes one covered large off-road vehicle.

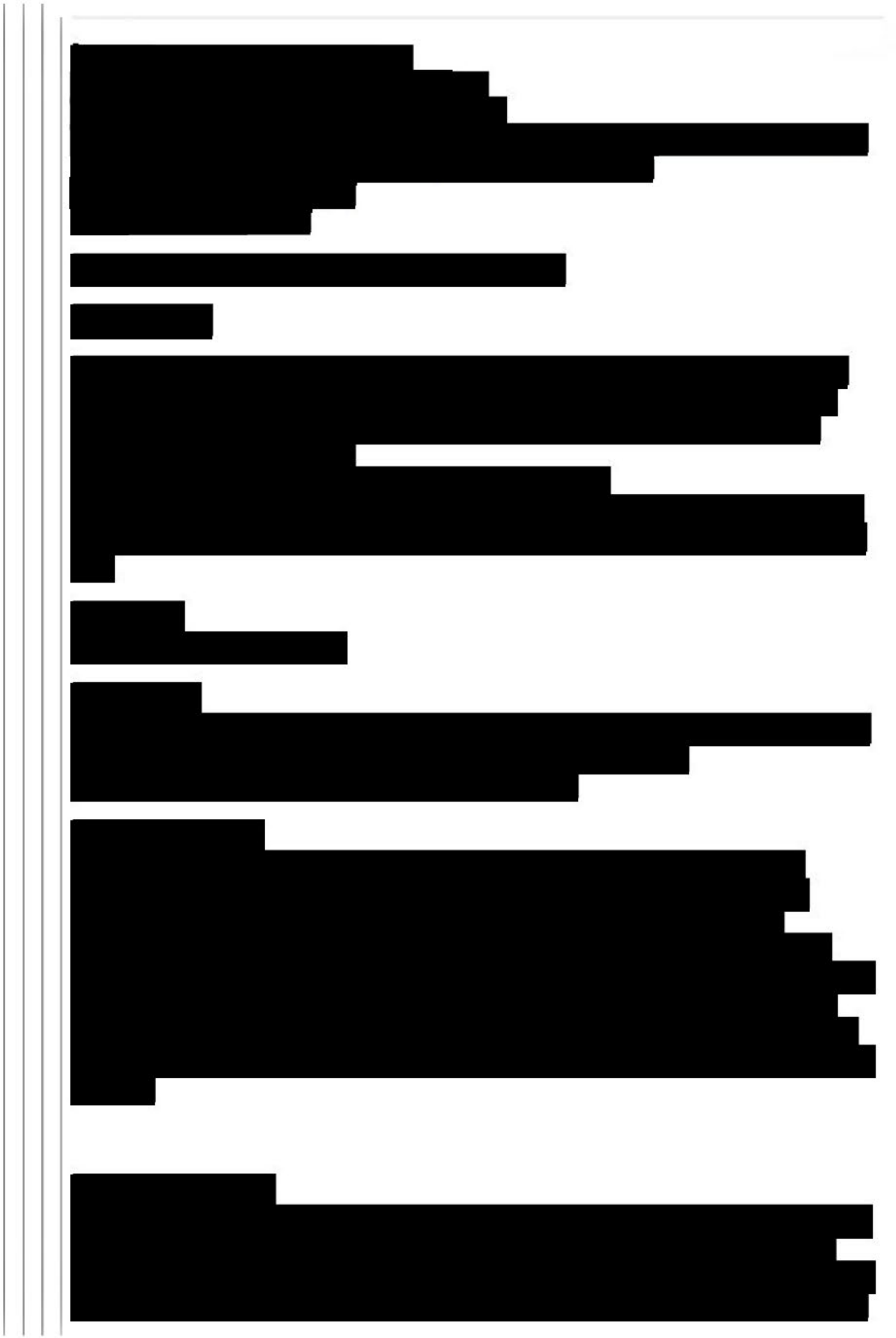
[redacted]

[redacted]

Thanks!
Nicole and the Board

On Wed, Mar 13, 2024 at 2:19 PM Joe Gaines <Joe.Gaines@goodwintx.com> wrote:

> Hey Nicole,
>
> Please ask the Board if they want me to send these violations. David emailed these to me regarding ACC violations.
>
> Thanks, Joe
>
> ---
>
> [redacted]



[redacted]

RANCHERS CLUB

914 5-6 vehicles in the driveway all the time. Includes one covered large off-road vehicle.

[redacted]